

- C. Participate in the consultant selection process.
 - D. Lead state agency and local government engagement with the consultant to accomplish the objectives of Component 1.
 - E. Review each consultant billing and progress report, and provide a recommendation to the County regarding progress and payment under the consultant contract.
3. Clallam County agrees to provide the following:
- A. Manage the EPA grant and any consultant contracts associated with this project.
 - B. Reimburse direct expenses not including staff time incurred by Ecology in accomplishing this project.
 - C. Obtain written concurrence from Ecology prior to amending Component 1 of the grant.
4. Designation of Key Staff. The activities performed under the Agreement shall be jointly managed for each of the respective Parties by the following representatives: for Clallam County by Clallam County Department of Community Development Planning Director Steve Gray, 223 East 4th Street, Suite 5, Port Angeles WA 98362 (Fax: 360.417.2443), for Ecology by Peter Skowlund, Department of Ecology Shorelands and Environmental Assistance Program, PO Box 47600, Olympia WA 98504, email: peter.skowlund@ecy.wa.gov..
5. Timelines and Tasks. The parties agree to exercise good faith and best efforts to comply with the deadlines leading to the completion of the tasks identified in Component 1.

The parties agree to extend the foregoing deadlines from time to time as is reasonably necessary and for good cause.

This Memorandum of Understanding shall expire on the expiration date of US Environmental Protection Agency Cooperative Agreement PO J08801

6. Dispute Resolution. Any dispute between the parties regarding execution of this Interlocal Agreement that cannot be resolved between the parties may be submitted to arbitration with the concurrence of the parties. The provisions of Chapter 7.04A RCW shall be applicable to any arbitration proceeding. The County and Ecology have the right to designate one person each to act as an arbitrator. The decision of the arbitration panel shall be binding on the parties and shall be subject to judicial review as provided for in Chapter 7.04 RCW. The costs of the arbitration panel shall be equally split between the parties.

7. Right to Terminate. This Interlocal Agreement may be terminated by any party at any time upon not less than sixty (60) days written notice.

8. Effect. This Memorandum of Understanding shall be binding upon the parties and the parties shall be held responsible to the agreed upon deadlines.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective the date and year below.

CLALLAM COUNTY BOARD OF COMMISSIONERS

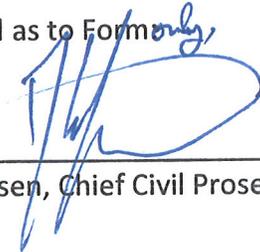

Date: 12/21/2010
Howard V. Doherty, Jr., Chair

M.C. CHAPMAN
Date: 12/21/2010
Mike Chapman, Commissioner

Stephen P. Tharinger
Date: 12/21/2010
Stephen P. Tharinger, Commissioner

Attest:

Trish Holden
Date: 12/21/2010
Trish Holden, Clerk of the Board

Approved as to Form *only*

Date: _____
Doug Jensen, Chief Civil Prosecuting Attorney

DEPARTMENT OF ECOLOGY
Gordon White
Date: 11/18/10
Gordon White, Program Manager

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

M.C. (MARRIAGE) .J.M